

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 63	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER M0068123Q0012	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME HANNA L. TILLEY				b. TELEPHONE NUMBER (No Collect Calls) 760-725-8127	
6. SOLICITATION ISSUE DATE 05-May-2023		8. OFFER DUE DATE/LOCAL TIME 10:00 AM 26 May 2023					
9. ISSUED BY REGIONAL CONTRACTING OFFICE-MCIWEST BLDG 22180 REGIONAL CONTRACTS CAMP PENDLETON CA 92055-5027 TEL: FAX:				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 481219 SIZE STANDARD: \$22,000,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE				16. ADMINISTERED BY			
17a. CONTRACTOR/OFFEROR TELEPHONE NO.				18a. PAYMENT WILL BE MADE BY			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO A ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE A DDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
				TEL: EMAIL:			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

PAGE 2 OF 63

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN
☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT (<i>Location</i>)
41c. DATE	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Site Support FFP In accordance with the Performance Work Statement 4.3 FOB: Destination PSC CD: G003	350	Days		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Lift Tickets FFP In accordance with the Performance Work Statement Section 4 FOB: Destination PSC CD: G003	25,000	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Drop Zone Liaison FFP In accordance with the Performance Work Statement Section 4.4 FOB: Destination PSC CD: G003	350	Days		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Parachute Rigger Packing Per Pack FFP In accordance with the Performance Work Statement Section 4.6 FOB: Destination PSC CD: G003	500	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	Parachute Rigger Packing Per Days FFP In accordance with the Performance Work Statement Section 4.6 FOB: Destination PSC CD: G003	500	Days		

MAX
NET AMT

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
1.00		25,000.00	

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	1.00	\$	350.00	\$
0002	1.00	\$	25,000.00	\$
0003	1.00	\$	350.00	\$

0004	1.00	\$	500.00	\$
0005	1.00	\$	500.00	\$

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 30-JUN-2023 TO 29-JUN-2028	N/A	N/A FOB: Destination	
0002	POP 30-JUN-2023 TO 29-JUN-2028	N/A	N/A FOB: Destination	
0003	POP 30-JUN-2023 TO 29-JUN-2028	N/A	N/A FOB: Destination	
0004	POP 30-JUN-2023 TO 29-JUN-2028	N/A	N/A FOB: Destination	
0005	POP 30-JUN-2023 TO 29-JUN-2028	N/A	N/A FOB: Destination	

CONTRACT SUMMARY TABLE

Military Free Fall (MFF)				
CLIN	Description	Maximum Quantity	Unit of Issue	Unit Price

0001	Site Support	350	Days	
0002	Recreational Services	25,000	Each	
0003	Drop Zone Liaison	350	Days	
0004	Parachute Rigger Packing Per Pack	500	Each	
0005	Parachute Rigger Packing Per Day	500	Each	

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT

1st Reconnaissance Battalion, 1st Marine Division & Reconnaissance Training Company, Advanced Infantry Training Battalion, School of Infantry (West)

Military Freefall (MFF) Progression and Sustainment Training Support

1. **Background.** United States Marine Corps (USMC) Reconnaissance units maintain a High-Altitude High-Opening (HAHO) and High-Altitude Low-Opening (HALO) capability to enable elements of the organization to clandestinely insert into areas of operation with enemy employing advanced anti-access technologies. These elements frequently require augmentation from other units to bring additional skill sets and collections capabilities or to bring additional equipment to increase the sustainment of long-duration missions. These insert methods enhance the unit's force protection as it conducts ground reconnaissance during Phase-0 to Phase-4 Joint Operations decreasing risk to force and risk to mission. The currently reduced availability of military aircraft to support military freefall (MFF) training has caused a subsequent reduction in capability for Reconnaissance units. Contracted air support is required to supplement military aircraft to attain the volume of jumps needed in the battalion for sustainment. Additionally, the primary method for personnel and equipment to insert with the Reconnaissance elements is the use of the Tandem Offset Resupply Delivery System (TORDS). The USMC has established courses to train Reconnaissance Marines in this area, however, they have a prerequisite that is often met only after many years of MFF training. Historically, Marines and Sailors have not had the opportunity to maintain military freefall jumper and jumpmaster currency while serving with Reconnaissance Training Company. That requirement is for a parachutist to have attained 100 MFF jumps with the Multi-Mission Parachute System (MMPS) to attend the Tandem Offset Resupply Delivery System-Equipment (TORDS-E) course and 200 MFF jumps to attend the Tandem Offset Resupply Delivery System-Personnel (TORDS-P) course. The TORDS-P course also requires the Marine to be a MFF Jumpmaster (MFFJM).

Previously, the few Marines that have met the requirements and attended the courses are in a rank that often precludes their employment at the base unit level or are in a Military Occupational Specialty (MOS) that is not employed at the base level. The training continuum of the unit and the available support of Marine Corps aviation can only be adjusted so far and currently cannot fulfill the volume of required MFF jumps needed. The most effective method for attaining this number of jumps safely as well as for supporting the required MFF progression and sustainment is through the use of contracted support at an established drop zone familiar with MFF operations. The most effective method for coordinating the support to safely execute the required instruction and training is through the use of contracted aircraft and facilities support at an established vendor familiar with Military Freefall (MFF) operations. To maximize the efficiency of the training, contracted parachute rigger packing support may also be used to augment existing capabilities. The combination of these methods and the training and supervision of experienced MFFJMs within the battalion will reduce the risk of jumper injury, rapidly advance capabilities, and facilitate the achievement of prerequisites and course training to increase the reconnaissance capabilities of the Marine Expeditionary Force (MEF). This methodology was tested and proved throughout calendar years 2019, 2020, 2021, and 2022.

2. **Scope.** 1st Reconnaissance Battalion, 1st Marine Division, I MEF, Reconnaissance Training Company, and Advanced Infantry Training Battalion, School of Infantry (West) is in need of a contract to support MFF Progression and Sustainment Training per Marine Corps Order (MCO) 3120.11A. The period of instruction will build upon current resident MFF capabilities to support future deploying Marine Expeditionary Units (MEU), I MEF contingency operations, major combat operations, and the battalion's requirements within the prioritized Combatant

Command Operational and Conceptual Plans. This is to be accomplished through a combination of contracted facilities, parachute rigger packing support, aircraft support, aircraft support via lift tickets, battalion-provided training, and contracted drop zone use in a geographic location that can support all parachute requirements listed in the performance work statement. The training will be completed over the course of approximately five years from June 2023 to June 2028 and will be divided into five periods.

3. **References.** Contractor shall be familiar with the following references and that all work under the contract will be performed in accordance with the following references:

3.1 Marine Corps Reference Publication (MCRP) 2-10A.6: Ground Reconnaissance Operations
(<http://www.marines.mil/LinkClick.aspx?fileticket=kwKusMAbpjY%3d&portalid=59>)

3.2 NAVMC 3500.55C: Reconnaissance Training and Readiness (T&R) Manual
(<http://www.marines.mil/Portals/59/Publications/NAVMC%203500.55C.pdf>)

3.3 Marine Corps Order (MCO) 3120.11A: Marine Corps Parachuting Policy and Program Administration
(<http://www.marines.mil/Portals/59/Publications/MCO%203120.11A.pdf>)

3.4 Army Tactical Techniques & Procedures (ATTP) 3-18.11: Special Forces Military Free Fall Operations
(A copy of this publication will be furnished to the Contractor within 3 days of award)

3.5 Training Manual (TM) 70244A-OI-A USMC Military Freefall Operations 6 Sept 2016
(A copy of this publication will be furnished to the Contractor within 3 days of award)

3.6 Department of Defense Instruction (DoDI) 4500.53: Intrastate Commercial Carriers
(<http://www.dtic.mil/whs/directives/corres/pdf/450053p.pdf>)

4. **Support Services.** The contractor shall provide the following support:

4.1 **Aircraft.** The contractor shall provide an aircraft capable of MFF configured parachute operations at an altitude of at least 14,000ft mean sea-level (MSL) utilizing a rear ramp or side door exit. This aircraft must be an approved Air Mobility Command aircraft (DoD approved Intrastate Commercial Carriers per DoDI 4500.53 - <http://www.dtic.mil/whs/directives/corres/pdf/450053p.pdf>), which is authorized to conduct operations with DoD personnel. The aircraft must be capable of supporting nine (9) combat loaded Marines, (2) Jumpmasters, and (2) Oxygen Containers simultaneously.

4.1.1 The contractor must meet the required criteria for either the DOD Approved Air Carrier listing (Interstate) or the Paratroop Commercial Listing (Intrastate) from the Commercial Airlift Review Board (CARB).

4.1.2 The contractor shall provide proof of the CARB approval and any agreements with other entities' being utilized (i.e., subcontractors) in regard to these services

4.1.3 The contractor shall provide all maintenance, oil, special equipment, airfield storage, and any other support services associated with operation of the contractor's aircraft.

4.1.4 The contractor shall provide commercial grade aviation fuels for their aircraft via pressurized fuel truck or other approved means.

4.1.5 The contractor shall comply with DoD requirements for operation of civil aircraft in support of military operations.

4.1.6 The contractor shall comply with federal regulations for all hazardous material found in the Code of Federal Regulations (CFR), Title 40, Parts 260-265, 270, 300, and state regulations for hazardous materials.

4.1.7 All aircraft shall be operated in accordance with applicable government aeronautical regulations, including United States Navy (USN), United States Air Force (USAF), and local military flying directives, and foreign government requirements when applicable.

4.1.8 The contractor shall ensure the aircraft or combination of multiple aircraft meeting the same standards listed above is able to conduct a minimum of seven flights per day of each task order, that each flight does not exceed 14,000 feet Mean Sea Level (MSL), and that each flight reaches a minimum of 1,200 feet Above Ground Level (AGL).

4.1.9 Aircraft will have static line capability, with an anchor line retrieval system.

4.1.10 The contractor shall require no more than eight (8) lift tickets to be used for the conduct of each flight and that any and all lift tickets used by either the government or other personnel qualify for this minimum. If the contractor chooses to use an aircraft that is larger and typically requires more lift tickets to be spent in order to be fiscally sustainable, this will not affect the minimum requirements for the government. However, if the government chooses to use or requests to use the larger aircraft, the contractor may charge the standard amount of lift tickets for that aircraft.

4.2 **Lift Tickets.** The contractor shall provide lift tickets as identified in each task order.

4.2.1 The use of contracted lift tickets shall be coordinated through the military unit's point of contact designated in each task order to ensure accountability.

4.2.2 One contracted lift ticket shall be used per MFF parachutist, MFFJM, and combat equipment load that exceeds 20 pounds or 4 cubic feet.

4.2.3 The government typically uses a parachute system that is much larger than those used by civilian parachutists. This large parachute system will take up more space in small aircraft and preclude the safe loading of what is considered the normal or standard number of passengers. The contractor shall not charge additional lift tickets for the lost space as a result of the larger government parachute systems.

4.2.4 The use of contracted lift tickets shall be able to be used for all available aircraft to include the SC-7 Skyvan.

4.3 **Drop Zone and Airfield.**

4.3.1 The contractor shall provide for the use of their own airfield immediately adjacent to a Zone Availability Reports (ZAR) approved drop zone. The airfield shall also be immediately adjacent to the loading zone and parachute packing area.

4.3.2 The contractor shall have a ZAR approved drop zone capable of meeting the requirements of NAVMC 3500.55C: Reconnaissance T&R Manual.

4.3.4 The contractor shall provide drop zone jumper and parachute recovery capability with motorized vehicles for recovery.

4.3.5 The contractor shall coordinate necessary airspace to provide the ability to conduct MFF operations with an offset of up to 35 kilometers from the drop zone. **Alternate contractor locations are suitable for this requirement.**

4.3.6 The Contractor shall identify and provide a copy of the **approved Zone Availability Reports (ZAR)** for drop zone(s) to be utilized in accordance with this PWS.

4.2.7 The contractor shall have a ZAR approved drop zone that is either plowed, tilled, or grass located within 10 minutes of the airfield to facilitate low level static-line drops and tandem parachute operations to limit injury to jumpers.

4.2.8 The airfield shall be in an area capable of supporting use of paramotors as outlined under Federal Aviation Regulation (FAR) part 103.

4.4 **Liaison.** The contractor shall provide a designated drop zone liaison for the duration of each task order.

4.4.1 The liaison shall coordinate all designated rigger support.

4.4.2 The liaison must be familiar with MFF operations, and the requirements set forth in the references.

4.4.3 The liaison shall facilitate the timing and adjusting of aircraft to meet MFF training objectives as designated by the military unit's point of contact.

4.5 **Facilities.** The contractor shall provide on-site facilities for the duration of each task order. All facilities must be adjacent to the airfield.

4.5.1 The contractor shall provide a secure building or room within a building with external, exclusive access. The room or building shall be a minimum of 1,000 square feet to meet requirements for storage and classroom instruction. The building or room shall have climate control and serviceable electrical outlets. The building will have some form of internet access capability (broadband, hotspot, WIFI). The building or room shall be capable of double locking with complete access control limited to the military unit. This requirement is in accordance with MCO 3120.11A: Marine Corps Parachuting Policy and Program Administration section 8.0. The room or building shall also serve as billeting for military personnel. The government shall be responsible for all internal furnishings to support the billeting requirement. **Alternate contractor locations are suitable for this requirement.**

4.5.2 The contractor shall provide a shaded area sufficient in size for the simultaneous packing of twelve (12) Multi Mission Parachute System (MMPS). The floor of the packing area shall have rubber matting or other material as is common in parachute packing areas. The contractor shall provide the ability to hang twelve (12) Parachute System Two by a hook and line seven (7) feet off the ground.

4.5.3 The contractor shall provide for the use of a common restroom.

4.5.4 The contractor shall provide adequate climate-controlled space on-site for the billeting of thirty-five (35) personnel with access to restrooms and showers.

4.5.5 The contractor shall provide all cleaning and maintenance of facilities.

4.6 **Rigger/Parachute Packing Support.** The contractor shall provide parachute rigger and parachute packing support as per each task order at a "per pack" cost.

4.6.1 Designated parachute riggers must hold a minimum Federal Aviation Administration (FAA) rating of Senior Rigger.

4.6.2 The contractor shall provide all written proof of completion of requirements of designated parachute riggers.

4.6.3 Designated parachute riggers shall pack under the supervision of a qualified Marine Corps Pack In-Progress Inspector (PIPI) provided by the government.

4.7 **Emergency Services.** Contractor shall provide and coordinate emergency services with municipal or county Paramedics in the event of an emergency for the period of performance,

4.7.1 The Contractor shall provide and coordinate medical support in the form of air medevac capabilities.

4.7.2 The Contractor shall provide and liaison with medical facilities in the area

4.7.3 The Contractor shall provide initial coordination of air evacuation of casualty.

4.7.4 The Contractor shall provide an enclosed safety vehicle for transportation of a casualty to the nearest medical facility.

5. **Place of Performance.** Contractor performance location shall meet the following requirements.

5.1 Military Freefall (MFF) Training must be located within 75 miles driving distance of MCB Camp Pendleton, CA. **Alternate contractor locations are suitable for this requirement.**

5.2 Dry climate with fairly predictable weather.

5.4 No major air traffic routes through training area with the ability to attain Federal Aviation Administration (FAA) airspace clearance for required jump altitudes.

5.5 No significantly large bodies of water (4 feet deep and 40 feet wide) within 1,000 meters of the center of the drop zone. If a significantly large body of water is within 1,000 meters of the center of the drop zone, the contractor shall provide a safety boat and operator on standby with the ability to recover a parachutist in the water within 30 seconds of landing.

6. **Unit Training Equipment.** This is government furnished information for the situational awareness of the contractor. The government will use this equipment during the performance of this effort.

6.1 Sufficient quantities and types of weapons to load out Marines participating with a combat load (the government may elect to use rubber or simulation weapons).

6.2 Individual radios for parachutists.

6.3 Radios for communication with the aircraft.

6.4 Night vision devices capable of mounting on jump helmets during HAHO/HALO operations.

6.5 Multi-Mission Parachute Systems (MMPS).

6.6 Coaches Ram Air Parachute System (CRAPS).

6.7 Parachute System 2 (PS2).

6.8 MA-12 Altimeters.

6.9 MA-230/A Altimeters.

6.10 Parachutist Drop Bags (PDB).

6.11 Parachutist Individual Equipment Kits (PIEK).

6.12 Parachutist High Altitude Oxygen System (PHAOS) bailout bottles.

6.13 PHAOS masks.

6.14 SG-7/100 Personal Freefall Cargo Harness

6.15 Tents and cots for billeting.

7. **Period of Performance.** The period of performance shall be identified in each task order. The contractor shall provide support on weekdays, weekends, and holidays.

8. **Ordering.** Task orders shall be issued in accordance with this performance work statement and issued with only CLINs pertaining to the work requested.

9. **Additional Requirements.**

9.1 The contractor shall be responsible for complying with all applicable Federal Acquisition Regulations (FAR), the Defense Federal Acquisition Regulations Supplement (DFARS), and all other federal, state, and local regulations.

9.2 The contractor shall provide all transportation, meals, and lodging for all contractor personnel.

10. **Deliverables** These deliverables shall be provided in Contractor preferred format to the Contracting Officer as identified in the below table. Deliverables Apr be electronic or hard copy.

Deliverable	Recipient	Due Date
12.1 CARB Approved Listing (Ref PWS Section 4.1.2)	Contracting Officer Contract Specialist Contracting Officer's Representative	Closing date & time of this Solicitation enclosed as part of Volume III, Technical Acceptability
12.2 ZAR for Drop zones (Ref PWS Section 4.2.5)	Contracting Officer Contract Specialist Contracting Officer's Representative	Closing date & time of this Solicitation enclosed as part of Volume III, Technical Acceptability

11. **Government Technical Point of Contact.** The Contracting Officer shall designate Contracting Officer's Representative (COR) during the term of this contract. The COR will provide assistance in identification and resolution of problems, conflicts in priority, subtask requirement definitions, and other operations type problems within the scope of this Performance Work Statement. The COR will provide technical clarification and assistance in support of the contract requirements. The COR **DOES NOT** have the authority to make changes and/or give direction under this contract. The only authority under this contract authorized to make changes, give direction, and/or provide monetary adjustments is the Contracting Officer from the Regional Contracting Office MCI-WEST, Camp Pendleton CA.

COR Contact Information: Provided at time of award.

12. **Contracting Officer Authority.** The Contracting Officer is the only person authorized to direct changes in any of the requirements under this contract, and, notwithstanding any provisions contained elsewhere in this contract, said authority remains solely in the Contracting Officer (Reference Block 31 on the SF1449). In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and solely at the risk of the contractor.

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.232-37	Multiple Payment Arrangements	MAY 1999
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.245-1	Government Property	SEP 2021
52.247-29	F.O.B. Origin	FEB 2006
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic	JUN 2022
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	DEC 2022

CLAUSES INCORPORATED BY FULL TEXT

QUOTER TO FILL OUT AND RETURN WITH QUOTATION

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-- Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications- Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) **It [] will, [] will not** provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [] does, [] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.212-1 ADDENDUM

INSTRUCTION TO OFFERORS

1. SUBMISSION OF QUOTATIONS: Quotations must be received **no later than the date and time stated in box 8, page #1 of this solicitation**. Quotation shall be submitted via email. Please respond to **Sgt Hanna Tilley, hanna.bolduc@usmc.mil** directly with quotation.

2. QUESTIONS: Questions shall be submitted by email no later than **2 days** after issuance of the solicitation to the email address listed below. No phone questions will be accepted. The deadline is necessary to ensure timely award and the Government may, in its sole discretion, choose not to respond to questions received after the deadline. All questions will be reviewed and responded to by an amendment to the solicitation. Email questions to **Sgt Hanna Tilley, hanna.bolduc@usmc.mil**.

3. PERIOD OF ACCEPTANCE OF OFFERORS: The pricing terms and conditions of the proposal shall be valid for 90 days unless a longer time is stated otherwise in the quote.

4. SAM. Offerors must be registered in the System for Award Management (SAM) database. Information in SAM should be current, if not – completion of the attached FAR Provision 52.212-3, Certifications and Representations is required with quotation. Information on registering in SAM may be obtained from www.sam.gov or calling 866-606-8220. Registration in SAM is free.

5. WIDE-AREA WORKFLOW – RECEIPT AND ACCEPTANCE. As a condition of receipt of any resulting order, the Contractor agrees to implement the Department of Defense (DOD) web-based application. Information on registering in WAWF/iRAPT may be obtained from <https://wawf.eb.mil/xhtml/unauth/registration/notice.xhtml> or calling 866-618-5988. Registration in WAWF/iRAPT is free.

6. COMPLETE RESPONSIVE QUOTE: The Government will award a Firm Fixed Price, Indefinite Delivery Indefinite Quantity Contract resulting from this solicitation to the responsible quoter whose quotation conforming to the solicitation. A complete responsive quote must be received for consideration. A complete quote is (a) - (d) as follows:

(a) Technical Acceptability— must meet the following:

i) Salient characteristics listed below in 52.212-2, Evaluation, Technical

(b) Price-- Completion of CLIN(s) on this SF 1449 Solicitation.

(c) Certify Submission: Signed SF1449 Solicitation and any solicitation amendments, if applicable.

(d) Solicitation Provisions – Completion of all solicitation provisions, as required. If information is “None” or “Not Applicable” state. **Note: Not required to complete 52.212-3 if registered in <http://www.sam.gov>.**

- 52.204-24
- 252.204-7017
- 252.239-7009

52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

As prescribed in [12.301](#)(c), the Contracting Officer may insert a provision substantially as follows:

Evaluation-Commercial Items (Oct 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- (i) technical capability of the item offered to meet the Government requirement; and
- (ii) price.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-2 ADDENDUM

Regional Contracting Office, Camp Pendleton, CA, is issuing Request for Quotation (RFQ) to procure **Military Freefall (MFF) Progression and Sustainment Training support**. This procurement is conducted in accordance with FAR Part 12 (Acquisition of Commercial Items) utilizing FAR Subpart 16.5 Indefinite-Delivery Contract.

Incorporated provisions and clauses are those in effect through Federal Acquisition Circular **2023-01**, effective **30 December 2022** and DFARS Change Notice (DCN) **20230131**, effective **31 January 2023**.

BASIS FOR AWARD. Award will be on the capability of the quoter to meet or exceed the specifications requested in the Performance Work Statement (PWS) and pricing determined to be fair and reasonable. The resulting award will be a **Firm-Fixed Priced**, Indefinite Delivery Indefinite Quantity Contract, to provide Military Freefall (MFF) Progression and Sustainment Training support.

EVALUATION. The Government intends to make a single award indefinite delivery indefinite quantity (IDIQ) contract at a Firm Fixed Price award to satisfy this requirement. Award will be made on the initial evaluation of quotes received in response to this RFQ. Therefore, quoters are cautioned to ensure that initial quotes contain your best terms from a technical and price standpoint. The following factors will be used to evaluate quotes:

1. TECHNICAL: Minimum specifications:

Certification: **Per DoDI 4500.53, the quoter shall be on the AMC Paratroop Commercial Operator Listing on or by the day of quote submission.** The certification shall be provided for the carrier and included with the quote.

Capability: Quoter shall have the capability to support the minimum and maximum values of the contract.

Aircraft: Quoter shall provide an aircraft support services to include properly licensed pilots and staff. Quoter shall be properly authorized by the Air Force for specific military personnel transportation. Quoter shall provide documentation of certification. In addition, quoter shall confirm capability to support the following:

- The quoter shall provide an aircraft capable of MFF configured parachute operations at an altitude of at least 14,000ft mean sea-level (MSL) utilizing a rear ramp or side door exit. This aircraft must be an approved Air Mobility Command aircraft (DoD approved Intrastate Commercial Carriers per DoDI 4500.53 - <http://www.dtic.mil/whs/directives/corres/pdf/450053p.pdf>), which is authorized to conduct operations with DoD personnel. The aircraft must be capable of supporting nine (9) combat loaded Marines, (2) Jumpmasters, and (2) Oxygen Containers simultaneously.
- The contractor must meet the required criteria for either the DOD Approved Air Carrier listing (Interstate) or the Paratroop Commercial Listing (Intrastate) from the Commercial Airlift Review Board (CARB).
- The contractor shall provide proof of the CARB approval and any agreements with other entities' being utilized (i.e., subcontractors) in regard to these services
- The contractor shall provide all maintenance, oil, special equipment, airfield storage, and any other support services associated with operation of the contractor's aircraft.
- The contractor shall provide commercial grade aviation fuels for their aircraft via pressurized fuel truck or other approved means.
- The contractor shall comply with DoD requirements for operation of civil aircraft in support of military operations.
- The contractor shall comply with federal regulations for all hazardous material found in the Code of Federal Regulations (CFR), Title 40, Parts 260-265, 270, 300, and state regulations for hazardous materials.
- All aircraft shall be operated in accordance with applicable government aeronautical regulations, including United States Navy (USN), United States Air Force (USAF), and local military flying directives, and foreign government requirements when applicable.
- The contractor shall ensure the aircraft or combination of multiple aircraft meeting the same standards listed above is able to conduct a minimum of seven flights per day of each task order, that each flight does not exceed 14,000 feet Mean Sea Level (MSL), and that each flight reaches a minimum of 1,200 feet Above Ground Level (AGL).
- Aircraft will have static line capability, with an anchor line retrieval system.
- The contractor shall require no more than eight (8) lift tickets to be used for the conduct of each flight and that any and all lift tickets used by either the government or other personnel qualify for this minimum. If the contractor chooses to use an aircraft that is larger and typically requires more lift tickets to be spent in order to be fiscally sustainable, this will not affect the minimum requirements for the government. However, if the government chooses to use or requests to use the larger aircraft, the contractor may charge the standard amount of lift tickets for that aircraft.

Lift Tickets: The contractor shall provide lift tickets as identified in each task order.

- The use of contracted lift tickets shall be coordinated through the military unit's point of contact designated in each task order to ensure accountability.
- One contracted lift ticket shall be used per MFF parachutist, MFFJM, and combat equipment load that exceeds 20 pounds or 4 cubic feet.
- The government typically uses a parachute system that is much larger than those used by civilian parachutists. This large parachute system will take up more space in small aircraft and preclude the safe loading of what is considered the normal or standard number of passengers. The contractor shall not charge additional lift tickets for the lost space as a result of the larger government parachute systems.
- The use of contracted lift tickets shall be able to be used for all available aircraft to include the SC-7 Skyvan.

Drop Zone and Airfield:

- The contractor shall provide for the use of their own airfield immediately adjacent to a Zone Availability Reports (ZAR) approved drop zone. The airfield shall also be immediately adjacent to the loading zone and parachute packing area.
- The contractor shall have a ZAR approved drop zone capable of meeting the requirements of NAVMC 3500.55C: Reconnaissance T&R Manual.

- The contractor shall provide drop zone jumper and parachute recovery capability with motorized vehicles for recovery.
- The contractor shall coordinate necessary airspace to provide the ability to conduct MFF operations with an offset of up to 35 kilometers from the drop zone. Alternate contractor locations are suitable for this requirement.
- The Contractor shall identify and provide a copy of the approved Zone Availability Reports (ZAR) for drop zone(s) to be utilized in accordance with this PWS.
- For MFF the contractor shall have a ZAR approved drop zone that is either plowed, tilled, or grass located within 10 minutes of the airfield to facilitate low level static-line drops and tandem parachute operations to limit injury to jumpers.
- The airfield shall be in an area capable of supporting use of paramotors as outlined under Federal Aviation Regulation (FAR) part 103.

Liaison: The contractor shall provide a designated drop zone liaison for the duration of each task order.

- The liaison shall coordinate all designated rigger support.
- The liaison must be familiar with MFF operations, and the requirements set forth in the references.
- The liaison shall facilitate the timing and adjusting of aircraft to meet MFF training objectives as designated by the military unit's point of contact.

Facilities: The contractor shall provide on-site facilities for the duration of each task order. All facilities must be adjacent to the airfield.

- The contractor shall provide a secure building or room within a building with external, exclusive access. For MFF the room or building shall be a minimum of 1,000 square feet to meet requirements for storage and classroom instruction. The building or room shall have climate control and serviceable electrical outlets. The building will have some form of internet access capability (broadband, hotspot, WIFI). The building or room shall be capable of double locking with complete access control limited to the military unit. This requirement is in accordance with MCO 3120.11A: Marine Corps Parachuting Policy and Program Administration section 8.0. The room or building shall also serve as billeting for military personnel. The government shall be responsible for all internal furnishings to support the billeting requirement. Alternate contractor locations are suitable for this requirement.
- The contractor shall provide a shaded area sufficient in size for the simultaneous packing of twelve (12) Multi Mission Parachute System (MMPS). The floor of the packing area shall have rubber matting or other material as is common in parachute packing areas. The contractor shall provide the ability to hang twelve (12) Parachute System Two by a hook and line seven (7) feet off the ground.
- The contractor shall provide for the use of a common restroom.
- The contractor shall provide adequate climate-controlled space on-site for the billeting of thirty-five (35) personnel with access to restrooms and showers.
- The contractor shall provide all cleaning and maintenance of facilities.

Rigger/Parachute Packing Support: The contractor shall provide parachute rigger and parachute packing support as per each task order at a "per pack" cost.

- Designated parachute riggers must hold a minimum Federal Aviation Administration (FAA) rating of Senior Rigger.
- The contractor shall provide all written proof of completion of requirements of designated parachute riggers.
- Designated parachute riggers shall pack under the supervision of a qualified Marine Corps Pack In-Progress Inspector (PIPI) provided by the government.
- Emergency Services. Contractor shall provide and coordinate emergency services with municipal or county Paramedics in the event of an emergency for the period of performance,
- The Contractor shall provide and coordinate medical support in the form of air medevac capabilities.
- The Contractor shall provide and liaison with medical facilities in the area
- The Contractor shall provide initial coordination of air evacuation of casualty.
- The Contractor shall provide an enclosed safety vehicle for transportation of a casualty to the nearest medical facility.

Place of Performance: Contractor performance location shall meet the following requirements.

- Military Freefall (MFF) Training must be located within 75 miles driving distance of MCB Camp Pendleton, CA. Alternate contractor locations are suitable for this requirement.
- Dry climate with fairly predictable weather.
- No major air traffic routes through training area with the ability to attain Federal Aviation Administration (FAA) airspace clearance for required jump altitudes.
- No significantly large bodies of water (4 feet deep and 40 feet wide) within 1,000 meters of the center of the drop zone. If a significantly large body of water is within 1,000 meters of the center of the drop zone, the contractor shall provide a safety boat and operator on standby with the ability to recover a parachutist in the water within 30 seconds of landing.

Rating will be in accordance with: RATING	DESCRIPTION
ACCEPTABLE	Quotation meets the requirements of the solicitation.
UNACCEPTABLE	Quotation does not meet the requirements of the solicitation.

2. PERIOD OF PERFORMANCE:

Base: 30 June 2023 through 29 June 2028

3. PRICE: All quotes must be the Contractor's Best Pricing. Price analysis shall be used to verify that the overall price offered is fair and reasonable. The Offeror shall input the unit price and total in all the line items present in the SF1449. The total evaluated price is calculated using the prices proposed for all line items.

4. EVALUATION PROCESS: The evaluation will proceed as follows:

- Step 1 – The Contracting Officer will review offers to determine if each offeror has submitted a responsive quote. To be responsive, quoters must submit all the documentation identified above, by the RFQ close date/time shown in block 8 of the SF1449. A quote may be eliminated from the competition without further consideration if it does not meet the responsiveness requirements.
- Step 2 – Quotes that have been determined responsive will then be evaluated and receive a rating of Acceptable or Unacceptable based on the technical acceptability criteria above. Offerors must receive an "Acceptable" rating on each technical element to be determined technically "Acceptable".
- Step 3 – Remaining technically acceptable quotes will be ranked in in order from lowest to highest based on submitted CLIN prices. All CLIN prices will be evaluated and determined to be fair and reasonable using one or more of the techniques set forth in FAR 15.404-1(b)(2). The assessment of price will consider the overall quoted price. Quotes containing only partial pricing will not be evaluated.
- Step 4 – If the three technically acceptable quotes are judged to have an "acceptable "delivery, those quotes represent the best value for the government and the evaluation process stops at this point. Award shall be made to the lowest quoter without further consideration of any other quotes. If the Government cannot assess acceptable delivery among the initial three lowest price, technically acceptable quotes, it may (at the Contracting Officer's discretion) conduct an assessment on the next higher priced quotes until one or more selections can be made.

The Government reserves the right to award no contract, depending on the quality of the quotes submitted and availability of funds for the requirement. The Government intends to evaluate quotes and award a single contract without requesting or accepting revised quotes. Therefore, the Offerors will be advised that their initial quote should contain the most favorable terms and reflect its best possible performance potential. The Government does reserve the right to clarify aspects of the quotes and hold discussions.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) Definitions. As used in this provision --

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation" means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except--

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Reasonable inquiry" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

- (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern"--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

"Small disadvantaged business concern, consistent with 13 CFR 124.1002", means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b) (1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that--

(i) It [____] is, [____] is not a small business concern; or

(ii) It [____] is, [____] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____]

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it

[____] is, [____] is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that--

(i) It [____] is, [____] is not a service-disabled veteran-owned small business concern; or

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it [____] is, [____] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it [____] is, [____] is not a women-owned small business concern.

(6) WOSB joint venture eligible under the WOSB Program. The offeror represents that it [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

(7) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents that it [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (____) is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [____] is, [____] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It (___) has, (___) has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation, and

(ii) It (___) has, (___) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It (___) has developed and has on file, (___) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It (___) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
___	___	___
___	___	___

—	—	—
---	---	---

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No.
—
—
—

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist

wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
—	—	—
—	—	—
—	—	—

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No.
—
—
—

[List as necessary]

(v) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Israeli End Products:

Line Item No.
—
—
—

[List as necessary]

(3) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

- (1) [____] Are, [____] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) [____] Have, [____] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (3) [____] Are, [____] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) [____] Have, [____] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.
- (i) Taxes are considered delinquent if both of the following criteria apply:
- (A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- (ii) Examples.
- (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).
-

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) Listed end products.

Listed end product	Listed countries of origin
_____	_____
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[☐] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[☐] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) (☐) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (☐) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[☐] (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror (☐) does (☐) does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[____] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror (____) does (____) does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

(____) TIN: -----.

(____) TIN has been applied for.

(____) TIN is not required because:

(____) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

(☐) Offeror is an agency or instrumentality of a foreign government;

(☐) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

(☐) Sole proprietorship;

(☐) Partnership;

(☐) Corporate entity (not tax-exempt);

(☐) Corporate entity (tax-exempt);

(☐) Government entity (Federal, State, or local);

(☐) Foreign government;

(☐) International organization per 26 CFR 1.6049-4;

(☐) Other -----.

(5) Common parent.

(☐) Offeror is not owned or controlled by a common parent;

(☐) Name and TIN of common parent:

Name - .

TIN - .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph

(o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, [52.212-3\(g\)](#)) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [☐] has or [☐] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[☐] Yes or [☐] No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code:

Highest level owner legal name:

(Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is [____] is not [____] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [____] is not [____] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [____] is or [____] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____ .

(Do not use a "doing business as" name).

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) [____] does, [____] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a

greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [____] does, [____] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: ____

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services--Representation. Section 889(a)(1)(A) and section 889(a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that--

(i) It [____] does, [____] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it [____] does, [____] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: [Contracting Officer check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

____ (10) [Reserved]

____ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

____ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (13) [Reserved]

X (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

____ (ii) Alternate I (MAR 2020) of 52.219-6.

____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

____ (ii) Alternate I (MAR 2020) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (NOV 2016) of 52.219-9.

____ (iii) Alternate II (NOV 2016) of 52.219-9.

____ (iv) Alternate III (JUN 2020) of 52.219-9.

____ (v) Alternate IV (SEP 2021) of 52.219-9.

____ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

____ (ii) Alternate I (MAR 2020) of 52.219-13.

X (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).

X (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (OCT 2022) (15 U.S.C. 632(a)(2)).

____ (ii) Alternate I (MAR 2020) of 52.219-28.

____ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

____ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

X (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

X (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

X (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).

X (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

X (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

____ (ii) Alternate I (FEB 1999) of 52.222-26.

X (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

____ (ii) Alternate I (JUL 2014) of 52.222-35.

X (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

____ (ii) Alternate I (JUL 2014) of 52.222-36.

X (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

____ (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

____ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

____ (40)(i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (OCT 2015) of 52.223-13.

____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (JUN 2014) of 52.223-14.

____ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

____ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (JUN 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

____ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

____ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

X (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

____ (ii) Alternate I (JAN 2017) of 52.224-3.

____ (48) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).

____ (ii) Alternate I (OCT 2022) of 52.225-1.

____ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

____ (ii) Alternate I [Reserved].

____ (iii) Alternate II (DEC 2022) of 52.225-3.

____ (iv) Alternate III (JAN 2021) of 52.225-3.

____ (v) Alternate IV (OCT 2022) of 52.225-3.

____ (50) 52.225-5, Trade Agreements (DEC 2022) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150

____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

____ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

____ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

____ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

____ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

____ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

____ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

____ (iii) Alternate II (NOV 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: [Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

California County of San Diego

No. 2015-5635 (REV 21) dated 12/27/2022

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class
31010-Airplane Pilot

Monetary Wage
\$35.73/hour

FRINGE BENEFIT RATE (for all listed employee classes: FY22, see
<https://comptroller.defense.gov/Financial-Management/Reports/rates2022>

WG Tables are available at: <https://www.dcpas.osd.mil/policy/compensation/federalwagesystemschedules>

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

X (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

X (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

_____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).
- (xiii) _____ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
 _____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
 (B) Alternate I (Jan 2017) of [52.224-3](#).
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of clause)
- 52.216-18 ORDERING. (AUG 2020)
- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **30 May 2023** through **29 May 2028**.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) A delivery order or task order is considered "issued" when--

- (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
- (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
- (3) If sent electronically, the Government either--
 - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
 - (ii) Distributes the delivery order or task order via email to the Contractor's email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **1**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor -
 - (1) Any order for a single item in excess of **5,000**;
 - (2) Any order for a combination of items in excess of **5,430**; or
 - (3) A series of orders from the same ordering office within **5** days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **5** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-20 DEFINITE QUANTITY. (OCT 1995)

- (a) This is a definite-quantity, indefinite-delivery contract for the supplies or services specified, and effective for the period stated, in the Schedule.

(b) The Government shall order the quantity of supplies or services specified in the Schedule, and the Contractor shall furnish them when ordered. Delivery or performance shall be at locations designated in orders issued in accordance with the Ordering clause and the Schedule.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that time shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **29 May 2028**.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **29 May 2028**.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within **15 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30** days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause and 52.217-8, shall not exceed **66 months**.
- (End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

31010 – Airplane Pilot

NOTE: The following Wage Determinations apply to this solicitation. A copy of these Wage Determinations can be downloaded from <https://sam.gov/content/home>.

California County of San Diego
No. 2015-5635 (REV 21) dated 12/27/2022

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/content/regulations>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any [Defense Federal Acquisition Regulation](#) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any [Defense Federal Acquisition Regulation Supplement](#) (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out

covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does” provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it ☐ will ☐ will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will provide covered defense telecommunications equipment or services,” the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018) **This clause will be incorporated and complete at the Task Order level.**

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

COMBO

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

N/A

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0871

Issue By DoDAAC	M00681
Admin DoDAAC**	M00681
Inspect By DoDAAC	TBD
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	TBD
Service Acceptor (DoDAAC)	TBD
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

TO BE FILLED OUT UPON TASK ORDER AWARD

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

252.239-7009 REPRESENTATION OF USE OF CLOUD COMPUTING (SEPT 2015)

(a) Definition. Cloud computing, as used in this provision, means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

(b) The Offeror shall indicate by checking the appropriate blank in paragraph (c) of this provision whether the use of cloud computing is anticipated under the resultant contract.

(c) Representation. The Offeror represents that it--

___ Does anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

WAGE DETERMINATION #2015-5635

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2015-5635
Daniel W. Simms Division of | Revision No.: 21
Director Wage Determinations | Date Of Last Revision: 12/27/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or | Executive Order 14026 generally applies to |
after January 30, 2022, or the | the contract. |
contract is renewed or extended (e.g., | The contractor must pay all covered workers |
an option is exercised) on or after | at least \$16.20 per hour (or the applicable |
January 30, 2022: | wage rate listed on this wage determination, |
| if it is higher) for all hours spent |
| performing on the contract in 2023. |

If the contract was awarded on or | Executive Order 13658 generally applies to |
between January 1, 2015 and January 29, | the contract. |
2022, and the contract is not renewed | The contractor must pay all covered workers |
or extended on or after January 30, | at least \$12.15 per hour (or the applicable |
2022: | wage rate listed on this wage determination, |
| if it is higher) for all hours spent |
| performing on the contract in 2023. |

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: California

Area: California County of San Diego

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	18.27	
01012 - Accounting Clerk II	20.51	
01013 - Accounting Clerk III	22.94	
01020 - Administrative Assistant	35.24	
01035 - Court Reporter	30.88	
01041 - Customer Service Representative I	15.46***	
01042 - Customer Service Representative II	16.88	
01043 - Customer Service Representative III	18.94	
01051 - Data Entry Operator I	16.16***	
01052 - Data Entry Operator II	17.63	
01060 - Dispatcher, Motor Vehicle	22.14	
01070 - Document Preparation Clerk	18.35	
01090 - Duplicating Machine Operator	18.35	
01111 - General Clerk I	15.15***	
01112 - General Clerk II	16.54	
01113 - General Clerk III	18.57	
01120 - Housing Referral Assistant	22.49	
01141 - Messenger Courier	17.59	
01191 - Order Clerk I	17.13	
01192 - Order Clerk II	18.68	
01261 - Personnel Assistant (Employment) I	18.32	
01262 - Personnel Assistant (Employment) II	20.67	
01263 - Personnel Assistant (Employment) III	23.10	
01270 - Production Control Clerk	26.00	
01290 - Rental Clerk	16.62	
01300 - Scheduler, Maintenance	18.04	
01311 - Secretary I	18.04	
01312 - Secretary II	20.18	
01313 - Secretary III	22.49	
01320 - Service Order Dispatcher	19.78	
01410 - Supply Technician	35.24	
01420 - Survey Worker	19.16	
01460 - Switchboard Operator/Receptionist	17.35	
01531 - Travel Clerk I	18.86	
01532 - Travel Clerk II	20.59	
01533 - Travel Clerk III	22.61	
01611 - Word Processor I	17.84	
01612 - Word Processor II	20.02	
01613 - Word Processor III	22.40	
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass	26.03	
05010 - Automotive Electrician	24.61	
05040 - Automotive Glass Installer	23.71	
05070 - Automotive Worker	23.71	
05110 - Mobile Equipment Servicer	21.81	
05130 - Motor Equipment Metal Mechanic	25.73	
05160 - Motor Equipment Metal Worker	23.71	
05190 - Motor Vehicle Mechanic	25.73	
05220 - Motor Vehicle Mechanic Helper	20.46	
05250 - Motor Vehicle Upholstery Worker	22.83	

05280 - Motor Vehicle Wrecker	23.71
05310 - Painter, Automotive	25.07
05340 - Radiator Repair Specialist	23.71
05370 - Tire Repairer	17.39
05400 - Transmission Repair Specialist	25.73
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.47
07041 - Cook I	18.14
07042 - Cook II	20.63
07070 - Dishwasher	14.32***
07130 - Food Service Worker	15.92***
07210 - Meat Cutter	17.28
07260 - Waiter/Waitress	14.46***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.92
09040 - Furniture Handler	15.11***
09080 - Furniture Refinisher	21.93
09090 - Furniture Refinisher Helper	17.69
09110 - Furniture Repairer, Minor	20.29
09130 - Upholsterer	21.93
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.50***
11060 - Elevator Operator	16.52
11090 - Gardener	21.14
11122 - Housekeeping Aide	16.52
11150 - Janitor	16.52
11210 - Laborer, Grounds Maintenance	16.82
11240 - Maid or Houseman	14.86***
11260 - Pruner	15.32***
11270 - Tractor Operator	19.69
11330 - Trail Maintenance Worker	16.82
11360 - Window Cleaner	18.13
12000 - Health Occupations	
12010 - Ambulance Driver	18.34
12011 - Breath Alcohol Technician	26.93
12012 - Certified Occupational Therapist Assistant	38.12
12015 - Certified Physical Therapist Assistant	36.98
12020 - Dental Assistant	22.77
12025 - Dental Hygienist	51.32
12030 - EKG Technician	38.32
12035 - Electroneurodiagnostic Technologist	38.32
12040 - Emergency Medical Technician	18.34
12071 - Licensed Practical Nurse I	25.10
12072 - Licensed Practical Nurse II	28.09
12073 - Licensed Practical Nurse III	31.31
12100 - Medical Assistant	18.92
12130 - Medical Laboratory Technician	29.26
12160 - Medical Record Clerk	20.71
12190 - Medical Record Technician	23.17
12195 - Medical Transcriptionist	26.28
12210 - Nuclear Medicine Technologist	62.19
12221 - Nursing Assistant I	13.11***
12222 - Nursing Assistant II	14.75***
12223 - Nursing Assistant III	16.09***
12224 - Nursing Assistant IV	18.06

12235 - Optical Dispenser	23.59	
12236 - Optical Technician	19.36	
12250 - Pharmacy Technician	22.35	
12280 - Phlebotomist	25.41	
12305 - Radiologic Technologist	46.29	
12311 - Registered Nurse I	30.50	
12312 - Registered Nurse II	37.29	
12313 - Registered Nurse II, Specialist	37.29	
12314 - Registered Nurse III	45.09	
12315 - Registered Nurse III, Anesthetist	45.09	
12316 - Registered Nurse IV	54.09	
12317 - Scheduler (Drug and Alcohol Testing)		33.02
12320 - Substance Abuse Treatment Counselor		22.75
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	23.07	
13012 - Exhibits Specialist II	28.59	
13013 - Exhibits Specialist III	34.97	
13041 - Illustrator I	25.55	
13042 - Illustrator II	31.66	
13043 - Illustrator III	38.72	
13047 - Librarian	37.28	
13050 - Library Aide/Clerk	17.68	
13054 - Library Information Technology Systems Administrator		33.67
13058 - Library Technician	22.42	
13061 - Media Specialist I	24.29	
13062 - Media Specialist II	27.17	
13063 - Media Specialist III	30.29	
13071 - Photographer I	20.01	
13072 - Photographer II	22.39	
13073 - Photographer III	27.74	
13074 - Photographer IV	33.94	
13075 - Photographer V	41.05	
13090 - Technical Order Library Clerk		22.20
13110 - Video Teleconference Technician		23.48
14000 - Information Technology Occupations		
14041 - Computer Operator I	21.06	
14042 - Computer Operator II	23.56	
14043 - Computer Operator III	26.26	
14044 - Computer Operator IV	29.19	
14045 - Computer Operator V	32.32	
14071 - Computer Programmer I	(see 1)	
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator	21.06	
14160 - Personal Computer Support Technician		29.19
14170 - System Support Specialist	34.56	
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		33.54
15020 - Aircrew Training Devices Instructor (Rated)		40.57
15030 - Air Crew Training Devices Instructor (Pilot)		48.64

15050 - Computer Based Training Specialist / Instructor	33.54
15060 - Educational Technologist	36.14
15070 - Flight Instructor (Pilot)	48.64
15080 - Graphic Artist	29.30
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	48.64
15086 - Maintenance Test Pilot, Rotary Wing	48.64
15088 - Non-Maintenance Test/Co-Pilot	48.64
15090 - Technical Instructor	30.06
15095 - Technical Instructor/Course Developer	36.77
15110 - Test Proctor	24.26
15120 - Tutor	24.26
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	16.41
16030 - Counter Attendant	16.41
16040 - Dry Cleaner	18.75
16070 - Finisher, Flatwork, Machine	16.41
16090 - Presser, Hand	16.41
16110 - Presser, Machine, Drycleaning	16.41
16130 - Presser, Machine, Shirts	16.41
16160 - Presser, Machine, Wearing Apparel, Laundry	16.41
16190 - Sewing Machine Operator	19.53
16220 - Tailor	20.31
16250 - Washer, Machine	17.19
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	27.76
19040 - Tool And Die Maker	32.53
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	21.90
21030 - Material Coordinator	26.00
21040 - Material Expediter	26.00
21050 - Material Handling Laborer	16.36
21071 - Order Filler	16.15***
21080 - Production Line Worker (Food Processing)	21.90
21110 - Shipping Packer	18.09
21130 - Shipping/Receiving Clerk	18.09
21140 - Store Worker I	15.63***
21150 - Stock Clerk	19.64
21210 - Tools And Parts Attendant	21.90
21410 - Warehouse Specialist	21.90
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	38.42
23019 - Aircraft Logs and Records Technician	31.00
23021 - Aircraft Mechanic I	37.00
23022 - Aircraft Mechanic II	38.42
23023 - Aircraft Mechanic III	39.78
23040 - Aircraft Mechanic Helper	27.03
23050 - Aircraft, Painter	35.01
23060 - Aircraft Servicer	31.00
23070 - Aircraft Survival Flight Equipment Technician	35.01
23080 - Aircraft Worker	33.00
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	33.00
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	37.00
23110 - Appliance Mechanic	23.50

23120 - Bicycle Repairer	22.73
23125 - Cable Splicer	50.85
23130 - Carpenter, Maintenance	29.19
23140 - Carpet Layer	23.88
23160 - Electrician, Maintenance	29.64
23181 - Electronics Technician Maintenance I	29.14
23182 - Electronics Technician Maintenance II	30.90
23183 - Electronics Technician Maintenance III	32.66
23260 - Fabric Worker	26.39
23290 - Fire Alarm System Mechanic	28.91
23310 - Fire Extinguisher Repairer	24.20
23311 - Fuel Distribution System Mechanic	38.20
23312 - Fuel Distribution System Operator	29.96
23370 - General Maintenance Worker	22.48
23380 - Ground Support Equipment Mechanic	37.00
23381 - Ground Support Equipment Servicer	30.99
23382 - Ground Support Equipment Worker	33.01
23391 - Gunsmith I	24.20
23392 - Gunsmith II	27.53
23393 - Gunsmith III	30.85
23410 - Heating, Ventilation And Air-Conditioning Mechanic	29.66
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	30.80
23430 - Heavy Equipment Mechanic	29.98
23440 - Heavy Equipment Operator	35.17
23460 - Instrument Mechanic	28.24
23465 - Laboratory/Shelter Mechanic	29.19
23470 - Laborer	16.36
23510 - Locksmith	23.41
23530 - Machinery Maintenance Mechanic	29.18
23550 - Machinist, Maintenance	23.16
23580 - Maintenance Trades Helper	17.82
23591 - Metrology Technician I	28.24
23592 - Metrology Technician II	29.32
23593 - Metrology Technician III	30.36
23640 - Millwright	31.83
23710 - Office Appliance Repairer	22.81
23760 - Painter, Maintenance	22.80
23790 - Pipefitter, Maintenance	29.63
23810 - Plumber, Maintenance	28.04
23820 - Pneudraulic Systems Mechanic	30.85
23850 - Rigger	29.08
23870 - Scale Mechanic	27.53
23890 - Sheet-Metal Worker, Maintenance	30.56
23910 - Small Engine Mechanic	21.12
23931 - Telecommunications Mechanic I	30.47
23932 - Telecommunications Mechanic II	31.74
23950 - Telephone Lineman	35.37
23960 - Welder, Combination, Maintenance	25.45
23965 - Well Driller	28.10
23970 - Woodcraft Worker	30.85
23980 - Woodworker	24.20
24000 - Personal Needs Occupations	
24550 - Case Manager	20.32

24570 - Child Care Attendant	15.11***	
24580 - Child Care Center Clerk	19.94	
24610 - Chore Aide	14.29***	
24620 - Family Readiness And Support Services Coordinator		20.32
24630 - Homemaker	20.77	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	38.26	
25040 - Sewage Plant Operator	32.68	
25070 - Stationary Engineer	38.26	
25190 - Ventilation Equipment Tender	27.94	
25210 - Water Treatment Plant Operator	32.68	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	29.81	
27007 - Baggage Inspector	16.59	
27008 - Corrections Officer	38.49	
27010 - Court Security Officer	35.70	
27030 - Detection Dog Handler	23.51	
27040 - Detention Officer	38.49	
27070 - Firefighter	34.73	
27101 - Guard I	16.59	
27102 - Guard II	23.51	
27131 - Police Officer I	43.08	
27132 - Police Officer II	47.88	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	18.63	
28042 - Carnival Equipment Repairer	20.00	
28043 - Carnival Worker	14.50***	
28210 - Gate Attendant/Gate Tender	18.06	
28310 - Lifeguard	17.24	
28350 - Park Attendant (Aide)	20.21	
28510 - Recreation Aide/Health Facility Attendant		14.75***
28515 - Recreation Specialist	25.04	
28630 - Sports Official	16.07***	
28690 - Swimming Pool Operator	22.75	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	35.11	
29020 - Hatch Tender	35.11	
29030 - Line Handler	35.11	
29041 - Stevedore I	32.96	
29042 - Stevedore II	37.26	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)		46.47
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)		32.05
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)		35.29
30021 - Archeological Technician I	20.59	
30022 - Archeological Technician II	22.84	
30023 - Archeological Technician III	28.30	
30030 - Cartographic Technician	28.30	
30040 - Civil Engineering Technician	29.50	
30051 - Cryogenic Technician I	31.29	
30052 - Cryogenic Technician II	34.56	
30061 - Drafter/CAD Operator I	20.42	
30062 - Drafter/CAD Operator II	22.84	
30063 - Drafter/CAD Operator III	25.47	

30064 - Drafter/CAD Operator IV	31.34	
30081 - Engineering Technician I	20.77	
30082 - Engineering Technician II	23.31	
30083 - Engineering Technician III	26.07	
30084 - Engineering Technician IV	32.30	
30085 - Engineering Technician V	39.50	
30086 - Engineering Technician VI	47.80	
30090 - Environmental Technician	25.64	
30095 - Evidence Control Specialist	28.26	
30210 - Laboratory Technician	23.32	
30221 - Latent Fingerprint Technician I	35.65	
30222 - Latent Fingerprint Technician II	39.38	
30240 - Mathematical Technician	33.63	
30361 - Paralegal/Legal Assistant I	21.71	
30362 - Paralegal/Legal Assistant II	26.91	
30363 - Paralegal/Legal Assistant III	32.91	
30364 - Paralegal/Legal Assistant IV	39.82	
30375 - Petroleum Supply Specialist	34.55	
30390 - Photo-Optics Technician	28.30	
30395 - Radiation Control Technician	34.56	
30461 - Technical Writer I	28.05	
30462 - Technical Writer II	34.31	
30463 - Technical Writer III	41.52	
30491 - Unexploded Ordnance (UXO) Technician I		29.53
30492 - Unexploded Ordnance (UXO) Technician II		35.73
30493 - Unexploded Ordnance (UXO) Technician III		42.83
30494 - Unexploded (UXO) Safety Escort	29.53	
30495 - Unexploded (UXO) Sweep Personnel	29.53	
30501 - Weather Forecaster I	31.29	
30502 - Weather Forecaster II	38.07	
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	25.47
30621 - Weather Observer, Senior	(see 2)	28.30
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot	35.73	
31020 - Bus Aide	17.47	
31030 - Bus Driver	23.46	
31043 - Driver Courier	18.18	
31260 - Parking and Lot Attendant	14.42***	
31290 - Shuttle Bus Driver	17.95	
31310 - Taxi Driver	15.95***	
31361 - Truckdriver, Light	19.53	
31362 - Truckdriver, Medium	21.91	
31363 - Truckdriver, Heavy	23.55	
31364 - Truckdriver, Tractor-Trailer	23.55	
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist	17.42	
99030 - Cashier	14.34***	
99050 - Desk Clerk	14.92***	
99095 - Embalmer	24.43	
99130 - Flight Follower	29.53	
99251 - Laboratory Animal Caretaker I	17.52	
99252 - Laboratory Animal Caretaker II	18.81	
99260 - Marketing Analyst	30.83	
99310 - Mortician	24.43	

99410 - Pest Controller	18.99
99510 - Photofinishing Worker	21.35
99710 - Recycling Laborer	29.04
99711 - Recycling Specialist	34.73
99730 - Refuse Collector	27.03
99810 - Sales Clerk	14.73***
99820 - School Crossing Guard	20.28
99830 - Survey Party Chief	32.22
99831 - Surveying Aide	21.05
99832 - Surveying Technician	29.30
99840 - Vending Machine Attendant	14.31***
99841 - Vending Machine Repairer	17.47
99842 - Vending Machine Repairer Helper	14.31***

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service

includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."